

# **APPENDIX A**

**NOTE****Multistate**November 22, 2010  
[Date]

Roberts, Jason

[Property Address]

**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Quicken Loans Inc.

and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of Two Hundred Thirty Nine Thousand One Hundred Sixty Two and 00/100

Dollars (U.S. \$ 239,162.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Four and One-Half percent ( 4.500 %) per year until the full amount of principal has been paid.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT****(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on January , 2011 . Any principal and interest remaining on the first day of December , 2040 , will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at P.O. Box 553154, Detroit, MI 48255-3154  
or at such place as Lender may designate in writing

by notice to Borrower.

**(C) Amount**

Each monthly payment of principal and interest will be in the amount of U.S. \$ 1,211.80 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

**(D) Allonge to this Note for payment adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY****(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four and No-Thousandths percent ( 4.000%) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
11/22/2010 (Seal)  
Jason M. Roberts -Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

**WITHOUT RECOURSE**

Pay To the Order of

Bank of America, NA

QUICKEN LOANS, INC.

By

SCOTT JOHNSON  
CAPTURE MANAGER

## ALLONGE TO NOTE

Original Principal Amount: **\$ 239,162.00**

Note Dated: **NOVEMBER 22, 2010**

BORROWER(S): **JASON M ROBERTS**

Property Address:



Pay to the Order of:

Without Recourse:

**BANK OF AMERICA, N.A. BY CARRINGTON MORTGAGE SERVICES, LLC AS  
ATTORNEY IN FACT**

By:

Name:

Title: **Chris Lechtanski, AVP of Default  
for Carrington Mortgage Services, LLC, Attorney in Fact**



## **APPENDIX B**

Recording  
When Record  
Indecom L...  
2925 Country Dr  
St. Paul, MN 55117

Prepared By:  
Ali Sareini  
1050 Woodward Avenue  
Detroit MI 48226

State of Illinois

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
The Mortgagor is Jason M. Roberts, a single man

November 22, 2010

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Quicken Loans Inc.

("Lender") is organized and existing under the laws of the State of Michigan, and has an address of 1050 Woodward Ave, Detroit, MI 48226-1906

Borrower owes Lender the principal sum of  
Two Hundred Thirty Nine Thousand One Hundred Sixty Two and 00/100  
Dollars (U.S. \$239,162.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2040.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's

FHA Illinois Mortgage with MERS - 4/96  
Walters Kluwer Financial Services  
VMP®-4N(II) (0305) 01

Amended 9/21  
Initials: 

covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in  
Cook County, Illinois

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.  
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 14-17-111-023-1001  
which has the address of [REDACTED]

[City], [REDACTED]

[Street]  
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Initials: [REDACTED]

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**20. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].



Condominium Rider



Growing Equity Rider



Other [specify]



Planned Unit Development Rider



Graduated Payment Rider

Legal Attached

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Witnesses:

\_\_\_\_\_  
[Redacted Signature] 11/22/2010 (Seal)  
Jason M. Roberts -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Redacted Signature]

STATE OF ILLINOIS,

Cook

County ss:

I, Ernesto Maldonado, a Notary Public in and for said county and state do hereby certify that Jason M. Roberts, a single man

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of November 2010

My Commission Expires: 12/14/10

Notary Public

Ernesto Maldonado

## Condominium Rider

THIS CONDOMINIUM RIDER is made this 22nd day of November, 2010, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Quicken Loans Inc.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**Condominium Covenants.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included

FHA Condominium Rider

VMP®

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VMP586U (0911).01


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within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.

If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained  
in this Condominium Rider.

 11/22/2010 (Seal) \_\_\_\_\_ (Seal)  
Jason M Roberts -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

FHA Condominium Rider  
VMP®

Wolters Kluwer Financial Services © 2008, 2009

VMP586U (0911).01  
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**EXHIBIT A - LEGAL DESCRIPTION**

**Tax Id Number(s): 14-17-111-023-1001**

**Land Situated in the County of Cook in the State of IL**

**[REDACTED] CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE  
FOLLOWING DESCRIBED REAL ESTATE: LOT 54 (EXCEPT THE SOUTH 20 FEET) AND LOT 55 (EXCEPT THE NORTH 20  
FEET) IN [REDACTED] IN THE NORTH WEST [REDACTED] NORTH, RANGE  
[REDACTED] OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS  
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 92561253 TOGETHER WITH  
ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.**

**Commonly known as:** [REDACTED]



## **APPENDIX C**

18-087160

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISIONCARRINGTON MORTGAGE SERVICES,  
LLC

PLAINTIFF,

-vs-

JASON M. ROBERTS; [REDACTED]  
[REDACTED] CONDOMINIUM; UNKNOWN  
OWNERS AND NON-RECORD  
CLAIMANTS; UNKNOWN OCCUPANTS

DEFENDANTS

NO: 18 CH 9414

CALENDAR NO: 58

PROPERTY ADDRESS:  
[REDACTED]AFFIDAVIT OF AMOUNTS DUE AND OWINGI, Elizabeth A. Ostermann (1), hereby depose and swear (or affirm)  
under oath:I am employed as a Vice President (2) of Carrington Mortgage  
Services, LLC.

I have authority to make this affidavit because I am a person familiar with the business and its mode of operation. In the regular performance of my job functions at Carrington Mortgage Services LLC, I am familiar with the business records maintained by Carrington Mortgage Services LLC for the purpose of servicing mortgage loans, collecting payments and pursuing delinquencies. Carrington Mortgage Services LLC's Servicing Records typically include electronic data compilations and imaged documents pertaining to the loans it services.

Based on my training and general knowledge of the processes by which they are created and maintained, Carrington Mortgage Services LLC's Servicing Records were made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of the businesses activity regularly conducted by Carrington Mortgage Services LLC. It is the regular practice of Carrington Mortgage Services LLC's mortgage servicing business to make and update its Servicing Records. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

Carrington Mortgage Services LLC acquired the servicing rights for the Defendant's loan on 2/2/2018 from Bank of America. At the time of this transfer, the

18-087160

Affidavit of Amounts Due and Owing

Page | 0:3

FILED DATE: 12/12/2018 10:07 AM 2018CH09414

Defendant's loan was ~~such as~~. To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer's records for the loan were integrated and boarded into Carrington Mortgage Services LLC's systems, such that the prior servicer's records concerning the Loan are now part of Carrington Mortgage Services LLC's business records. Carrington Mortgage Services LLC maintains quality control and verification procedures as part of the boarding process to ensure the accuracy of the boarded records. It is the regular business practice of Carrington Mortgage Services LLC to integrate the prior servicer's records into Carrington Mortgage Services LLC's business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by Carrington Mortgage Services LLC as part of Carrington Mortgage Services LLC's business records.

The amount due is based on my review of the following records: FiServ Payment history a true and accurate copy of FiServ Payment history, which I used when making this calculation is attached to this affidavit.

Carrington Mortgage Services LLC uses FiServ to automatically record and track mortgage payments. This type of accounting program is recognized as standard in the industry. When a mortgage payment is received, the following procedure is used to process and apply the payment, and to create the records I reviewed: FiServ. The record is made in the regular course of Carrington Mortgage Services LLC's business. In the case at bar, the entries reflecting the Defendant's payments were made in accordance with the procedure detailed above, and these entries were made at or near the time the payment was received. FiServ accurately records mortgage payments when properly operated. In the case at bar, FiServ was properly operated to accurately record the Defendant's mortgage payments.

Based on the foregoing, Jason M. Roberts failed to pay amounts due under the Note, and the amount due and owing as of November 1, 2018 is:

a. Principal Balance	\$208,133.70
b. Interest	\$9,366.00
Per Diem interest accrues at a rate of	\$26.017
c. Escrow Advance	\$2,803.59
d. FHA Premium HUD	\$0.00
e. Property Maintenance	\$0.00
f. Property Inspections	\$140.00
g. Title Fees	\$400.00
<b>GROSS AMOUNT DUE</b>	<b>\$220,843.29</b>

NET AMOUNT DUE

\$ 220,843.29 as of November 1, 2018  
plus reasonable attorney's fees and  
costs.

The Servicing Records pertaining to Defendant's account further reveal that there has been a default in the Defendant's Note and Mortgage, and that sufficient and certified moneys to cure the default have not been tendered, nor have there been any agreed extensions, modifications or agreements between the parties to delay this foreclosure action.

AFFIANT STATES NOTHING MORE.

By Carrington Mortgage Services, LLC

A notary public or other officer completing this  
certificate verifies only the identity of the  
individual who signed the document to which this  
certificate is attached, and not the truthfulness,  
accuracy, or validity of that document.

By: [Signature] 11/16/2018  
Name: Elizabeth A. Ostermann  
Title: Vice President, Carrington Mortgage Services, LLC

## JURAT

State of California

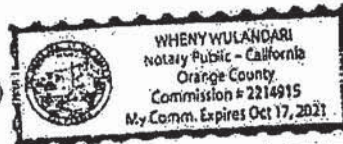
County of Orange

Subscribed and sworn to (or affirmed) before me on this 16 day of November, 2018,  
by Elizabeth A. Ostermann, proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.

Signature

Wheny Wulandari

(Notary Seal)



## **APPENDIX D**



ProVest, LLC 1 East 22nd Street, Suite 120 Lombard, IL 60148-4975

12-087160-4356908

IN THE CIRCUIT COURT OF Cook

COUNTY, ILLINOIS

CHANCERY

CARRINGTON MORTGAGE SERVICES, LLC, et seq.

CASE NO. 2018CH09414

VS.

JASON M. ROBERTS, ET AL.

AFFIDAVIT OF SPECIAL PROCESS SERVER

I STEVEN A. STOSUR being first duly sworn on oath, depose and state as follows: I am over the age of 18, not a party to this action, and I am an employee of ProVest, LLC, a licensed private detective agency, license number 117-001336. Following are the results of my efforts to serve process in the above captioned case.

TYPE OF PROCESS:

MORTGAGE FORECLOSURE SUMMONS AND COMPLAINT, IMPORTANT INFORMATION FOR  
HOMEOWNERS IN FORECLOSURE (ENGLISH AND SPANISH), NOTICE TO HOMEOWNERS  
(ENGLISH AND SPANISH)

DEFENDANT TO BE SERVED:

JASON M. ROBERTS AKA JASON MORGAN ROBERTS

(x) Served ( ) Non-Served the within named defendant on 08/15/2018 @ 3:22 PM

ADDRESS WHERE ATTEMPTED OR SERVED

THE HAIR, HEIGHT, WEIGHT, SEX, RACE/SKIN TONE, AND APPROXIMATE AGE OF THE DEFENDANT AND/OR OTHER PERSON WITH WHOM  
THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:  
HAIR: BROWN HEIGHT: 5'10" WEIGHT: 210 SEX: MALE RACE/SKIN TONE: WHITE APPROXIMATE AGE: 41-43

(x) INDIVIDUAL SERVICE by delivering to the within named defendant a copy of this process personally.

This is a yellow brick condo in a multiunit building. There is a fence. There is no for sale sign. The utilities are on. He was on the porch watering the flowers when I walked up.

I asked this person whether the defendant is on active duty, or is a dependent of anyone on active duty, in any of the Uniformed Services of the United States of America and obtained the following results:

(x) Military Status ( ) Refused (x) No ( ) Yes Branch:

The service fee is \_\_\_\_\_

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

State of ILCounty of Cook

SA 8.31.18  
STEVEN A. STOSUR, 129.233.437 - Process Server  
ProVest Case Id # 5251916

Signed and sworn (or affirmed) to before me on 8-31-18 (date)  
by Steven Stosur (name/s of person/s)

Signature of Notary Public



## **APPENDIX E**



P.O. Box 3010  
Anaheim, CA 92803

Loss Mitigation Application Notice  
Your Application is **COMPLETE**

0000452 01 MB 0.425 \*\*AUTO T3 0 9133 60640-490129 -C04-P00000-I

JASON M ROBERTS



Property Address:



Dear Mortgagor(s):

Carrington Mortgage Services, LLC ("CMS") received your complete loss mitigation application on 02/05/2019 and will provide you with a written decision within 30 calendar days. Please note the validity of your documentation will not expire for the duration of the evaluation process provided they are dated within 90 calendar days of this notification.

**IMPORTANT INFORMATION:**

- Your loan is governed under the applicable laws and regulations of the Federal Housing Administration ("FHA"). Please be advised that if your account is delinquent you may be subject to HUD's Single Family Loan Sale program (SFLS). For more information visit: [https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/comp/asset/sfam/sfls](https://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/comp/asset/sfam/sfls).
- You are entitled to certain foreclosure protections because CMS has received a complete application, and as applicable, we have either (1) not yet made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process; therefore we will not make the first notice or filing required to commence or initiate the foreclosure process under applicable law before evaluating your complete application; or (2) Although we have made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process and have begun the foreclosure process, we will not conduct a foreclosure sale before evaluating your complete application.
- If we need additional information to evaluate your application, we will request that information from you and give you a reasonable opportunity to submit the information. The evaluation process may take longer, and the foreclosure protection could end if we do not receive the information as requested.
- You should consider contacting servicers associated with other applicable mortgage loans secured by the same property to discuss available loss mitigation options.
- If you are eligible for a loss mitigation workout option and CMS presents you with a written offer, you will have 15 calendar days to accept after receiving such offer; otherwise, the offer may be deemed rejected by you and the offer will end.
- You may be entitled to additional protections under state or federal law.

**VALUATION DISCLOSURE** – For Loan Modification applications, we may have used a valuation report such as an Automated Valuation Model (AVM) or Broker Price Opinion (BPO) to determine the property's value. We will promptly give you a copy of any valuation, even if your Loan Modification application is denied. You can pay for an additional valuation for your own use at your own cost.



If you have questions, please contact us during normal business hours indicated below. To speed the process, it is important that you have your account number when you call.

(Phone): 1.800.561.4567

(Hours): Monday through Friday from 9:00am-7:00pm (Eastern Time).

Sincerely,

Carrington Mortgage Services, LLC  
[Carringtonms.com](http://Carringtonms.com)

### IMPORTANT DISCLOSURES

#### **-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com/>.

#### **-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

#### **-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

#### **-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

#### **-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

#### **-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

#### **-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

#### **-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonms.com/>.



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## **APPENDIX F**



P.O. Box 5001  
Westfield, IN 46074

# Monthly Mortgage Statement

0085989 SP 9763 -C03-P00000-I

JASON M ROBERTS



Statement Date 01/18/19  
Account Number [REDACTED]  
Payment Amount \$26,403.95  
Payment Date: 02/01/19

## Customer Service:

800-561-4567 800-486-5134

www.CarringtonMS.com

## BANKRUPTCY MESSAGE

Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to stop receiving statements, call us or write to us at the address listed above.

## Account Information

Property Address: 4629 N MAGNOLIA AVE #1N  
CHICAGO IL 60640  
Principal Balance: \$208,133.70  
Interest Rate: 4.50%  
Prepayment Penalty: No  
Your current Principal Balance is not a payoff quote. See page 3 for loan payoff information.

## Explanation of Amount Due

Principal	\$452.80
Interest	\$759.00
Escrow	\$337.42
Taxes and/or Insurance	
<b>Regular Monthly Payment:</b>	<b>\$1,549.22</b>
Past Unpaid Amount	\$24,854.73
Total Fees and Charges	\$0.00
<b>Total Payment Amount:</b>	<b>\$26,403.95</b>

## Past Payment Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* Partial Payments: Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

▲ Please detach and return with your payment ▲



Loan Number: [REDACTED]  
JASON M ROBERTS:  
[REDACTED]

Payment Amount \$26,403.95  
Payment Date: 02/01/19



CARRINGTON MORTGAGE SERVICES, LLC  
PO BOX 79001  
PHOENIX AZ 85062-9001

Payment Amount	\$	
Additional Principal	\$	
Additional Escrow	\$	
Total Amount Enclosed	\$	

40003841550026403950026403954



## Monthly Mortgage Statement

Account Number: [REDACTED] Page 2 of 4

## ACCOUNT HISTORY

## Recent Account History:

Payment Due 08/01/18: Unpaid balance of \$1,645.11  
 Payment Due 09/01/18: Unpaid balance of \$1,549.22  
 Payment Due 10/01/18: Unpaid balance of \$1,549.22  
 Payment Due 11/01/18: Unpaid balance of \$1,549.22  
 Payment Due 12/01/18: Unpaid balance of \$1,549.22  
 Payment Due 01/01/19: Unpaid balance of \$1,549.22

Total: \$26,403.95 unpaid amount that, if paid, would bring your loan current.

If you are experiencing financial difficulty, see page 3 for information about mortgage counseling or assistance.

## IMPORTANT MESSAGES

## Partial Payment Policy

Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment.

## Transactions Since Your Last Statement

Date	Description	Amount	Principal	Interest	Escrow	Late Charge	Suspense	Miscellaneous
* No transactions have occurred on your loan between last billing statement and this statement date.								

976103-00-0085989-0001-0178896-507

Customer Service:

800-561-4567

800-486-5134

www.CarringtonMS.com

Visit **www.CarringtonMS.com** to make your payment today! Pay by Check or AutoPay at no charge! Additional Payment options available at **www.CarringtonMS.com**.





## Monthly Mortgage Statement

Account Number: [REDACTED] Page 3 of 4

### Payment Information

Please visit the website at [www.CarringtonMS.com](http://www.CarringtonMS.com) for convenient payment options. Payments can be made by Check or AutoPay at no charge. Information about additional payment options is available at [www.CarringtonMS.com](http://www.CarringtonMS.com). If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment. Postdated checks will be processed on the date received unless prohibited by applicable law.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

### Overnight Payment Mailing Address:

Carrington Mortgage Services, LLC  
Cashiering Dept. 2-270  
1600 South Douglas Road, Suites 110 & 200-A  
Anaheim, CA 92806

### Other Payment Options

#### Western Union/Quick Collect

To use Quick Collect to make a payment, follow these easy steps:

1. Call 1-800-325-6000, press #2 to locate the Western Union Agent nearest you or go to [www.westernunion.com](http://www.westernunion.com).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
City Code: CarringtonMS  
State: CA
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact Western Union Customer Service, please call 1-800-238-5772.

### MoneyGram

To use MoneyGram to make a payment, follow these easy steps:

1. Call 1-800-926-9400 to locate a MoneyGram Agent or go to [www.moneygram.com/efinsUs/](http://www.moneygram.com/efinsUs/).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
Receive Code: 7998
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact MoneyGram Customer Service, please call 1-800-555-3133.

Note: Payments transmitted to our office after the close of business will be applied to your account the next business day.

### Insurance

Hazard Insurance - Fire and extended coverage is required on all accounts as specified in your loan documents.

Flood Insurance - If your property is located in a designated flood area, adequate Flood Insurance is required.

Proof of insurance coverage is required on an annual basis. Please consult with your insurance agent to ensure that we are notified of your policy's status and that we receive copies of all renewal notices. We reserve the right to place insurance coverage to protect our mortgage interest if your insurance cancels or we are not notified of the renewal of your policy. The cost of this lender placed coverage may be higher than the policy of your choice and the coverage may not be equivalent to your prior policy. Your account will be charged for this coverage and your monthly payments may be increased accordingly.

### Property Taxes

If we escrow for your taxes, please forward all bills to us to ensure proper payment. Timely payment of Real Estate taxes is required on all Non-Escrow accounts. In the event that we are notified of non-payment of taxes by your taxing authority, we may exercise our option to advance payment for taxes.

NOTE: This will result in an increase in your monthly payments.

### Important Notices

Mini Miranda - This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

Credit Reporting - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

HUD Counselor Information - If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

### Important Bankruptcy Notice

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

### Privacy Notice

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at [www.carringtonms.com/Legal/PrivacyPolicy](http://www.carringtonms.com/Legal/PrivacyPolicy).

### Additional Information

Escrow - This portion of the mortgage payment may include amounts collected for mortgage insurance premiums.

Negative Amortization - The unpaid principal balance includes the negative amortization balance, if applicable. Negative amortization only occurs on certain loan products.

### Errors and Information Requests (Inquiries & complaints)

Notices of Error, Requests for Information and Qualified Written Requests (as defined in RESPA) must be sent to: PO Box 5001, Westfield, IN 46074. Please include your account number with all correspondence. You have certain rights under federal law to resolve errors and request information related to your account. For more information, please contact us at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time.

### Servicemembers Civil Relief Act

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief including protections from foreclosure as well as interest rate relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Military Assistance Team toll free at 1-888-267-5474.

### Correspondence (for inquiries & complaints)

Carrington Mortgage Services, LLC P.O. Box 5001, Westfield, IN 46074

### Website

[www.CarringtonMS.com](http://www.CarringtonMS.com)

### Important Telephone Numbers

Customer Service (for inquiries & complaints): 1-800-561-4567  
Customer Service Fax: 1-800-486-5134  
Refinance: 1-888-267-0584  
Payoff Request Fax (include borrower authorization): 1-866-624-6154

### Loan Payoff Information

The Current Principal Balance on Page 1 is not your payoff amount.

Payoff requests may be obtained by:

- Fax: (include borrower authorization): 1-866-624-6154
- Customer Service Toll Free Telephone: 1-800-561-4567

# A GUIDE TO READING YOUR Chapter 7 or 11 Bankruptcy Mortgage Statement



This statement is for illustrative purposes only. Your actual statement may look slightly different depending on your mortgage type.

- 1 Statement Date / Account Number**  
Reflects the date the statement was generated and the personal account number of the loan.
- 2 Account Payment Summary**  
Provides the minimum payment for the stated month.
- 3 Contact Us**  
Reflects the options available to contact us if you need help or information. Carrington Mortgage is available to answer your call Monday-Friday, 8:00am-8:00pm, EST, or you can get answers on our website 24/7: [www.CarringtonMS.com](http://www.CarringtonMS.com).
- 4 Bankruptcy Message**  
Provides statement of account Bankruptcy status.
- 5 Account Information**  
Provides an overview of the loan, including the property address, principal balance, interest rate, and whether there is a penalty for paying off the loan early.
- 6 Explanation of Payment Amount**  
Displays a summary of the payment amount, including principal, interest, escrow, past unpaid amount, and total fees and charges.
- 7 Past Payment Breakdown**  
Displays a summary of payments paid last month and payments paid year-to-date including principal, interest, escrow, fees and charges. Partial Payment (Unapplied/Suspense): Funds received that have not been applied to the account.
- 8 Payment Coupon**  
Provides loan information on a coupon that could be detached and returned with a payment.
- 9 Account History**  
Summary of recent account activity.
- 10 Important Messages**  
Lists important messages related to the status of the loan and payments.
- 11 Transactions Since Your Last Statement**  
Displays detailed information of fees and charges imposed and/or payments made since your last statement. Partial Payment (Unapplied/Suspense): Funds received that have not been applied to the account.

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
NMLS ID #2600

PO Box 3420  
Anywhere, CA 92003

JONATHAN Q SAMPLE  
1234 MAIN STREET  
ADDRESS LINE 2  
ADDRESS LINE 3  
ANYWHERE, USA 00000-0000

**Monthly Mortgage Statement**

1 Statement Date: 07/01/16  
Account Number: 7000080523

2 Payment Amount: \$443,784.56  
Payment Date: 08/01/16

3 Customer Service:  
800-561-4567 520-484-5134  
[www.CarringtonMS.com](http://www.CarringtonMS.com)

---

**4 BANKRUPTCY MESSAGE**

Our records show that if they are a debtor in bankruptcy or your discharged personal liability for your mortgage loan is bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt or payment.

If you want to stop receiving this statement, call us or write to us at the address listed above.

**5 Account Information**

Property Address: 1234 Main Street  
Anywhere, ST 00000-0000

Principal Balance: \$600,000.00  
Interest Rate (Fixed): 0.00%  
Prepayment Penalty: No

---

**6 Explanation of Payment Amount**

Principal	\$5.00
Interest	\$4,954.17
Escrow	\$661.27
Unapplied/Suspense	\$5,615.44
<b>Total Payment Amount</b>	<b>\$11,636.88</b>

**7 Past Payment Breakdown**

	Paid Last Month	Paid Year-to-Date
Principal	\$5.00	\$5.00
Interest	\$4,954.17	\$4,954.17
Escrow (and other fees)	\$661.27	\$661.27
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$5,615.44	\$5,615.44
<b>Total</b>	<b>\$11,636.88</b>	<b>\$11,636.88</b>

---

**8 Payment Coupon**

CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 29001  
PHOENIX AZ 85061-9001

9 Loan Number: 7000080523  
Jonathan Q Sample  
1234 Main Street  
Anywhere, USA 00000-0000

Payment Amount: \$443,784.56  
Payment Date: 08/01/16

---

**9 ACCOUNT HISTORY**

Recent Account History

Date	Description	Amount
07/01/16	Unapplied balance of \$5,615.44	
07/01/16	Unapplied balance of \$5,615.44	
07/01/16	Unapplied balance of \$5,615.44	
07/01/16	Unapplied balance of \$5,615.44	
07/01/16	Unapplied balance of \$5,615.44	

**10 IMPORTANT MESSAGES**

If you decide to make your payment, it is strongly recommended that you make your payment by the date shown on this statement. If you do not, your payment may be considered late and you may be subject to late fees and penalties. Please contact your servicer for more information.

---

**11 Transactions Since Your Last Statement**

Date	Description	Amount	Principal	Interest	Escrow	Fees/Charges	Unapplied
06/30	Property Inspection Fee Billed	\$15.00					
07/01	Pay By Phone Fee Billed	\$5.00					
07/01	Pay By Phone Fee Paid	\$5.00					
07/01	Mortgage Payment Applied	\$5,615.44		\$4,954.17	\$661.27		
07/01	Mortgage Payment Applied	\$5,615.44		\$4,954.17	\$661.27		
07/01	Mortgage Payment Applied	\$5,615.44		\$4,954.17	\$661.27		
07/01	Mortgage Payment Applied	\$5,615.44		\$4,954.17	\$661.27		
07/01	Single Item	\$4,461.04					\$4,461.04

## **APPENDIX G**



P.O. Box 5001  
Westfield, IN 46074

# Monthly Mortgage Statement

0090028 SP 9492 -C03-PC0000-I

JASON M ROBERTS



Statement Date 02/18/19

Account Number

Payment Amount

\$27,953.17

Payment Date:

03/01/19

Customer Service:

800-561-4567 800-486-5134

www.CarringtonMS.com

## BANKRUPTCY MESSAGE

Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to stop receiving statements, call us or write to us at the address listed above.

## Account Information

Property Address:

4629 N MAGNOLIA AVE #1N  
CHICAGO IL 60640

Principal Balance: \$208,133.70

Interest Rate: 4.50%

Prepayment Penalty: No

Your current principal balance is not a payoff quote. See page 3 for loan payoff information.

## Explanation of Amount Due

Principal	\$454.50
Interest	\$757.30
Escrow (Taxes and/or Insurance)	\$337.42
<b>Regular Monthly Payment</b>	<b>\$1,549.22</b>
Past Unpaid Amount	\$26,403.95
Total Fees and Charges	\$0.00
<b>Total Payment Amount</b>	<b>\$27,953.17</b>

## Past Payment Breakdown

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and/or Insurance)	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* Partial Payments: Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

▲ Please detach and return with your payment ▲



Loan Number: [REDACTED]  
JASON M ROBERTS

Payment Amount

\$27,953.17

Payment Date:

03/01/19



CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 79001  
PHOENIX AZ 85062-9001

Payment Amount	\$	[REDACTED]
Additional Principal	\$	[REDACTED]
Additional Escrow	\$	[REDACTED]
<b>Total Amount Enclosed</b>	<b>\$</b>	<b>[REDACTED]</b>

40003841550027953170027953178

**Monthly Mortgage Statement**

Account Number: [REDACTED] Page 2 of 4

**ACCOUNT HISTORY****Recent Account History**

Payment Due 09/01/18: Unpaid balance of \$1,549.22  
 Payment Due 10/01/18: Unpaid balance of \$1,549.22  
 Payment Due 11/01/18: Unpaid balance of \$1,549.22  
 Payment Due 12/01/18: Unpaid balance of \$1,549.22  
 Payment Due 01/01/19: Unpaid balance of \$1,549.22  
 Payment Due 02/01/19: Unpaid balance of \$1,549.22

Total: \$27,953.17 unpaid amount that, if paid, would bring your loan current.

If you are experiencing financial difficulty: See page 3 for information about mortgage counseling or assistance.

**IMPORTANT MESSAGES****Partial Payment Policy**

Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment.

**Transactions Since Your Last Statement**

Date	Description	Amount	Principal	Interest	Escrow	Late Charge	Suspense	Miscellaneous
02/11	Tax Disbursement	\$2,019.49	-	-	\$2,019.49	-	-	-

9492-01-00-0090028-4001-0186970-S07

Customer Service:

800-561-4567

800-486-5134

www.CarringtonMS.com

Visit **www.CarringtonMS.com** to make your payment today! Pay by Check or AutoPay at no charge! Additional Payment options available at **www.CarringtonMS.com**.



**Payment Information**

Please visit the website at [www.CarringtonMS.com](http://www.CarringtonMS.com) for convenient payment options. Payments can be made by Check or AutoPay at no charge. Information about additional payment options is available at [www.CarringtonMS.com](http://www.CarringtonMS.com). If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment. Postdated checks will be processed on the date received unless prohibited by applicable law.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Overnight Payment Mailing Address:**  
Carrington Mortgage Services, LLC  
Cashiering Dept. 2-270  
1600 South Douglas Road, Suites 110 & 200-A  
Anaheim, CA 92806

**Other Payment Options****Western Union/Quick Collect**

To use Quick Collect to make a payment, follow these easy steps:

1. Call 1-800-325-6000, press #2 to locate the Western Union Agent nearest you or go to [www.westernunion.com](http://www.westernunion.com).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
City Code: CarringtonMS  
State: CA
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact Western Union Customer Service, please call 1-800-238-5772.

**MoneyGram**

To use MoneyGram to make a payment, follow these easy steps:

1. Call 1-800-926-9400 to locate a MoneyGram Agent or go to [www.moneygram.com/efms/Us/](http://www.moneygram.com/efms/Us/).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
Receive Code: 7998
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact MoneyGram Customer Service, please call 1-800-555-3133.

**Note:** Payments transmitted to our office after the close of business will be applied to your account the next business day.

**Insurance**

**Hazard Insurance** - Fire and extended coverage is required on all accounts as specified in your loan documents.

**Flood Insurance** - If your property is located in a designated flood area, adequate Flood Insurance is required.

**Proof of Insurance coverage is required on an annual basis.** Please consult with your insurance agent to ensure that we are notified of your policy's status and that we receive copies of all renewal notices. We reserve the right to place insurance coverage to protect our mortgage interest if your insurance cancels or we are not notified of the renewal of your policy. The cost of this lender placed coverage may be higher than the policy of your choice and the coverage may not be equivalent to your prior policy. Your account will be charged for this coverage and your monthly payments may be increased accordingly.

**Property Taxes**

If we escrow for your taxes, please forward all bills to us to ensure proper payment. Timely payment of Real Estate taxes is required on all Non-Escrow accounts. In the event that we are notified of non-payment of taxes by your taxing authority, we may exercise our option to advance payment for taxes.

**NOTE:** This will result in an increase in your monthly payments.

**Important Notices**

**Mini Miranda** - This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**Credit Reporting** - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**HUD Counselor Information** - If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 568-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**Important Bankruptcy Notice**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**Privacy Notice**

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at [www.carringtonms.com/Legal/PrivacyPolicy](http://www.carringtonms.com/Legal/PrivacyPolicy).

**Additional Information**

**Escrow** - This portion of the mortgage payment may include amounts collected for mortgage insurance premiums.

**Monthly Mortgage Statement**

Account Number: [REDACTED] Page 3 of 4

**Negative Amortization** - The unpaid principal balance includes the negative amortization balance, if applicable. Negative amortization only occurs on certain loan products.

**Errors and Information Requests (Inquiries & complaints)**

Notices of Error, Requests for Information and Qualified Written Requests (as defined in RESPA) must be sent to: PO Box 5001, Westfield, IN 46074. Please include your account number with all correspondence. You have certain rights under federal law to resolve errors and request information related to your account. For more information, please contact us at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time.

**Servicemembers Civil Relief Act**

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief including protections from foreclosure as well as interest rate relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Military Assistance Team toll free at 1-888-267-5474.

**Correspondence (for inquiries & complaints)**

Carrington Mortgage Services, LLC P.O. Box 5001, Westfield, IN 46074

**Website**

[www.CarringtonMS.com](http://www.CarringtonMS.com)

**Important Telephone Numbers**

Customer Service (for inquiries & complaints): 1-800-561-4567

Customer Service Fax: 1-800-486-5134

Refinance: 1-888-267-0584

Payoff Request Fax (include borrower authorization): 1-866-624-6154

**Loan Payoff Information**

The Current Principal Balance on Page 1 is not your payoff amount.

Payoff requests may be obtained by:

- Fax: (include borrower authorization): 1-866-624-6154
- Customer Service Toll Free Telephone: 1-800-561-4567

9751-01-00-009 30 53-0002-01910552-507

# A GUIDE TO READING YOUR Chapter 7 or 11 Bankruptcy Mortgage Statement

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
NMLS ID #2500

This statement is for illustrative purposes only.  
Your actual statement may look slightly different  
depending on your mortgage type.

- 1 **Statement Date / Account Number**  
Reflects the date the statement was generated and the personal account number of the loan.
- 2 **Account Payment Summary**  
Provides the minimum payment for the stated month.
- 3 **Contact Us**  
Reflects the options available to contact us if you need help or information. Carrington Mortgage is available to answer your call Monday-Friday, 8:00am-8:00pm, EST, or you can get answers on our website 24/7: [www.CarringtonMS.com](http://www.CarringtonMS.com).
- 4 **Bankruptcy Message**  
Provides statement of account Bankruptcy status.
- 5 **Account Information**  
Provides an overview of the loan, including the property address, principal balance, interest rate, and whether there is a penalty for paying off the loan early.
- 6 **Explanation of Payment Amount**  
Displays a summary of the payment amount, including principal, interest, escrow, past unpaid amount, and total fees and charges.
- 7 **Past Payment Breakdown**  
Displays a summary of payments paid last month and payments paid year-to-date including principal, interest, escrow, fees and charges. Partial Payment (Unapplied/Suspense): Funds received that have not been applied to the account.
- 8 **Payment Coupon**  
Provides loan information on a coupon that could be detached and returned with a payment.
- 9 **Account History**  
Summary of recent account activity.
- 10 **Important Messages**  
Lists important messages related to the status of the loan and payments.
- 11 **Transactions Since Your Last Statement**  
Displays detailed information of fees and charges imposed and/or payments made since your last statement. Partial Payment (Unapplied/Suspense): Funds received that have not been applied to the account.

**FRONT**

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
PO Box 1480  
Phoenix, AZ 85062

**Monthly Mortgage Statement**

1 Statement Date: 07/01/16  
Account Number: 700008523

2 Payment Amount: \$443,784.56  
Payment Date: 08/01/16

3 Customer Service:  
Call: 800-561-4547  
Fax: 800-444-5134  
www.CarringtonMS.com

4 **BANKRUPTCY MESSAGE**  
Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.  
For the purpose of this statement, we are assuming you are not in bankruptcy. If you are in bankruptcy, please contact your bankruptcy trustee for more information.  
If you want to stop receiving statements, call us or write to us at the address listed above.

5 **Account Information**  
Property Address: 1234 Main Street, Anywhere, AZ 00000-0000  
Principal Balance: \$500,000.00  
Interest Rate: 6.00% (Fixed) 7.25% (Variable)  
Payment Frequency: 1x

6 **Explanation of Payment Amount**

Principal	\$8.00
Interest	\$4,992.17
Escrow	\$663.37
Escrow (from prior payment)	\$5,153.54
Regular Monthly Payment	\$5,153.54
Partial Payment	\$443,784.56
Total Payment	\$443,784.56

7 **Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$8.00	\$8.00
Interest	\$4,992.17	\$44,929.53
Escrow (from prior payment)	\$5,153.54	\$5,153.54
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$443,784.56	\$443,784.56
Total	\$500,000.00	\$500,000.00

8 **Payment Coupon**  
Loan Number: 700008523  
Jonathan O. Sample  
1234 Main Street  
Anywhere, AZ 00000-0000

9 **Account History**  
CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 79001  
PHOENIX AZ 85062-9001

10 **IMPORTANT MESSAGES**  
If you change your mailing address, please notify us immediately. Please do not change your mailing address without notifying us. If you do not notify us, we will continue to mail statements to your current address. Please do not change your mailing address without notifying us.

11 **Transactions Since Your Last Statement**

Date	Description	Amount	Principal	Interest	Escrow	Fees/Charges	Surcharge	Other/Notes
06/01	Property Inspection Fee Billed	\$15.00						
07/01	Pay By Phone Fee Billed	\$5.00						
07/01	Pay By Phone Fee Paid	\$5.00						
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Single Item	\$4,461.04						

**BACK**

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
NMLS ID #2500

**Monthly Mortgage Statement**  
Account Number: 700008523 - Page 2 of 3

9 **ACCOUNT HISTORY**  
Recent Account History:  
02/01/16: Disbursed balance of \$15,815.44  
03/01/16: Disbursed balance of \$15,815.44  
04/01/16: Disbursed balance of \$15,815.44  
05/01/16: Disbursed balance of \$15,815.44  
06/01/16: Disbursed balance of \$15,815.44  
07/01/16: Disbursed balance of \$15,815.44  
08/01/16: Disbursed balance of \$15,815.44  
09/01/16: Disbursed balance of \$15,815.44  
10/01/16: Disbursed balance of \$15,815.44  
11/01/16: Disbursed balance of \$15,815.44  
12/01/16: Disbursed balance of \$15,815.44  
Total: \$443,784.56 Statement amount that, if paid, would bring your loan current.

10 **IMPORTANT MESSAGES**  
If you change your mailing address, please notify us immediately. Please do not change your mailing address without notifying us. If you do not notify us, we will continue to mail statements to your current address. Please do not change your mailing address without notifying us.

11 **Transactions Since Your Last Statement**

Date	Description	Amount	Principal	Interest	Escrow	Fees/Charges	Surcharge	Other/Notes
06/01	Property Inspection Fee Billed	\$15.00						
07/01	Pay By Phone Fee Billed	\$5.00						
07/01	Pay By Phone Fee Paid	\$5.00						
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Mortgage Payment Applied	\$5,153.54	\$8.00	\$4,992.17	\$663.37			
07/01	Single Item	\$4,461.04						

## **APPENDIX H**



# Monthly Mortgage Statement

9516

-C03-P00000-1

JASON M ROBERTS



03/18/19

Account Number

Payment Amount

\$29,542.39

Payment Date:

04/01/19

☎ 800-561-4567 ☎ 800-486-5134

 [www.CarringtonMS.com](http://www.CarringtonMS.com)

Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to stop receiving statements, call us or write to us at the address listed above.

**Property Address:**

4629 N MAGNOLIA AVE #1N  
CHICAGO IL 60640

Principal Balance\* \$208,133.70

Interest Rate: 4.50%

Prepayment Penalty: No

\*Your current Principal Balance is not a payoff quote. See page 3 for Loan Payoff Information.

Principal	\$456.71
Interest	\$755.59
Escrow	\$337.42
(Taxes and/or Insurance)	
<b>Regular Monthly Payment:</b>	<b>\$1,549.72</b>
Past Unpaid Amount	\$27,953.17
Total Fees and Charges	\$40.00
<b>Total Payment Amount:</b>	<b>\$29,542.39</b>

	Paid Last Month	Paid (year to Date)
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
ES CROW (taxes and/or insurance)	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Partial Payments:** Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

▲ Please detach and return with your payment ▲



Loan Number: 4000384155  
JASON M ROBERTS

Payment Amount

\$29,542.39

Payment Date:

04/01/19



CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 79001  
PHOENIX AZ 85062-9001

**Payment Amount:**

Additional Principal \_\_\_\_\_

### Additional Escrow:

Total Amount Enclosed

40003841550029542390029542399



## Monthly Mortgage Statement

Account Number: [REDACTED] Page 2 of 4

## ACCOUNT HISTORY

## Recent Account History

Payment Due 10/01/18: Unpaid balance of \$1,549.22  
 Payment Due 11/01/18: Unpaid balance of \$1,549.22  
 Payment Due 12/01/18: Unpaid balance of \$1,549.22  
 Payment Due 01/01/19: Unpaid balance of \$1,549.22  
 Payment Due 02/01/19: Unpaid balance of \$1,549.22  
 Payment Due 03/01/19: Unpaid balance of \$1,549.22

Total: \$29,542.39 unpaid amount  
 that, if paid, would bring your  
 loan current.

If you are experiencing financial  
 difficulty: See page 3 for  
 information about mortgage  
 counseling or assistance.

## IMPORTANT MESSAGES

## Partial Payment Policy

Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment.



## Transactions Since Your Last Statement

Date	Description	Amount	Principal	Interest	Escrow	Late Charge	Suspense	Miscellaneous
03/01	Property Inspection Billed	\$20.00	-	-	-	-	-	-
03/13	Property Inspection Billed	\$20.00	-	-	-	-	-	-

Customer Service:

800-561-4567

800-486-5134

www.CarringtonMS.com

Visit **www.CarringtonMS.com** to make your payment today! Pay by Check or AutoPay at no charge! Additional Payment options available at **www.CarringtonMS.com**.





### Payment Information

Please visit the website at [www.CarringtonMS.com](http://www.CarringtonMS.com) for convenient payment options. Payments can be made by Check or AutoPay at no charge. Information about additional payment options is available at [www.CarringtonMS.com](http://www.CarringtonMS.com). If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment. Postdated checks will be processed on the date received unless prohibited by applicable law.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Overnight Payment Mailing Address:**  
Carrington Mortgage Services, LLC  
Cashiering Dept. 2-270  
1600 South Douglas Road, Suites 110 & 200-A  
Anaheim, CA 92806

### Other Payment Options

#### Western Union/Quick Collect

To use Quick Collect to make a payment, follow these easy steps:

1. Call 1-800-325-6000, press #2 to locate the Western Union Agent nearest you or go to [www.westernunion.com](http://www.westernunion.com).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
City Code: CarringtonMS  
State: CA
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact Western Union Customer Service, please call 1-800-238-5772.

### MoneyGram

To use MoneyGram to make a payment, follow these easy steps:

1. Call 1-800-926-9400 to locate a MoneyGram Agent or go to [www.moneygram.com/efinsus/](http://www.moneygram.com/efinsus/).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
Receive Code: 7998
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact MoneyGram Customer Service, please call 1-800-555-3133.

**Note:** Payments transmitted to our office after the close of business will be applied to your account the next business day.

### Insurance

**Hazard Insurance** - Fire and extended coverage is required on all accounts as specified in your loan documents.

**Flood Insurance** - If your property is located in a designated flood area, adequate Flood Insurance is required.

**Proof of insurance coverage is required on an annual basis.** Please consult with your insurance agent to ensure that we are notified of your policy's status and that we receive copies of all renewal notices. We reserve the right to place insurance coverage to protect our mortgage interest if your insurance cancels or we are not notified of the renewal of your policy. The cost of this lender placed coverage may be higher than the policy of your choice and the coverage may not be equivalent to your prior policy. Your account will be charged for this coverage and your monthly payments may be increased accordingly.

### Property Taxes

If we escrow for your taxes, please forward all bills to us to ensure proper payment. Timely payment of Real Estate taxes is required on all Non-Escrow accounts. In the event that we are notified of non-payment of taxes by your taxing authority, we may exercise our option to advance payment for taxes.

**NOTE:** This will result in an increase in your monthly payments.

### Important Notices

**Mini Miranda** - This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**Credit Reporting** - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**HUD Counselor Information** - If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

### Important Bankruptcy Notice

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

### Privacy Notice

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at [www.carringtonms.com/Legal/PrivacyPolicy](http://www.carringtonms.com/Legal/PrivacyPolicy).

### Additional Information

**Escrow** - This portion of the mortgage payment may include amounts collected for mortgage insurance premiums.

## Monthly Mortgage Statement

Account Number: [REDACTED] Page 3 of 4

**Negative Amortization** - The unpaid principal balance includes the negative amortization balance, if applicable. Negative amortization only occurs on certain loan products.

### Errors and Information Requests (inquiries & complaints)

Notices of Error, Requests for Information and Qualified Written Requests (as defined in RESPA) must be sent to: PO Box 5001, Westfield, IN 46074. Please include your account number with all correspondence. You have certain rights under federal law to resolve errors and request information related to your account. For more information, please contact us at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time.

### Servicemembers Civil Relief Act

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief including protections from foreclosure as well as interest rate relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Military Assistance Team toll free at 1-888-267-5474.

### Correspondence (for inquiries & complaints)

Carrington Mortgage Services, LLC P.O. Box 5001, Westfield, IN 46074

### Website

[www.CarringtonMS.com](http://www.CarringtonMS.com)

### Important Telephone Numbers

Customer Service (for inquiries & complaints): 1-800-561-4567  
Customer Service Fax: 1-800-486-5134  
Refinance: 1-888-267-0584  
Payoff Request Fax (include borrower authorization): 1-866-624-6154

### Loan Payoff Information

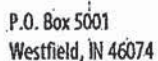
The Current Principal Balance on Page 1 is not your payoff amount.

Payoff requests may be obtained by:

- Fax: (include borrower authorization): 1-866-624-6154
- Customer Service Toll Free Telephone: 1-800-561-4567



# **APPENDIX I**



0093053 SP 9751 C03-P00000-1

JASON M ROBERTS



Statement Date	12/18/18
Account Number	
Payment Amount	\$24,854.73
Payment Date:	01/01/19

**Customer Service:**  
 800-561-4567  800-486-5134  
 [www.CarringtonMS.com](http://www.CarringtonMS.com)

Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to stop receiving statements, call us or write to us at the address listed above.

**Property Address:**  
4629 N MAGNOLIA AVE #1N  
CHICAGO IL 60640

Principal Balance: \$208,133.70

Interest Rate: 4.50%

Prepayment Penalty: No

\* Your Payment Principal Balance is not a payoff quote. See page 3 for Loan Payoff Information.

Principal:	\$451,111
Interest:	\$760,600
Escrow:	\$337,425
<i>(Taxes and/or Insurance)</i>	
<b>Regular Monthly Payment:</b>	<b>\$1,549,222</b>
Past Unpaid Amount:	\$20,027,760
Total Fees and Charges:	\$3,271,755
<b>Total Payment Amount:</b>	<b>\$24,854,735</b>

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payments (Unapplied)*	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* **Partial Payments:** Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

▲ Please detach and return with your payment ▲



Loan Number: [REDACTED]  
JASON M ROBERTS

Payment Amount	\$24,854.73
Payment Date:	01/01/19



CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 79001  
PHOENIX AZ 85062-9001

Payment Amount	\$	
Additional Principal	\$	
Additional Escrow	\$	
Total Amount Enclosed	\$	

40003841550024854730024854732



## Monthly Mortgage Statement

Account Number: [REDACTED] Page 2 of 4

## ACCOUNT HISTORY

## Recent Account History

Payment Due 07/01/18: Unpaid balance of \$1,645.11  
 Payment Due 08/01/18: Unpaid balance of \$1,645.11  
 Payment Due 09/01/18: Unpaid balance of \$1,549.22  
 Payment Due 10/01/18: Unpaid balance of \$1,549.22  
 Payment Due 11/01/18: Unpaid balance of \$1,549.22  
 Payment Due 12/01/18: Unpaid balance of \$1,549.22

Total: \$24,854.73 unpaid amount  
 that, if paid, would bring your  
 loan current.

If you are experiencing financial  
 difficulty, see page 3 for  
 information about mortgage  
 counseling or assistance.

## IMPORTANT MESSAGES

## Partial Payment Policy

Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment.



## Transactions Since Your Last Statement

Date	Description	Amount	Principal	Interest	Escrow	Late Charge	Suspense	Miscellaneous
09/11	Fd Attorney Fees Billed	\$690.00	-	-	-	-	-	-
09/13	Filing Fees Billed	\$918.25	-	-	-	-	-	-
09/13	Fcl Attorney Fees Billed	\$460.00	-	-	-	-	-	-
09/13	Fcl Recordation Costs Billed	\$52.00	-	-	-	-	-	-
09/13	Property Inspection Billed	\$20.00	-	-	-	-	-	-
10/17	Property Inspection Billed	\$20.00	-	-	-	-	-	-
11/09	Filing Fees Billed	\$12.50	-	-	-	-	-	-
11/09	Fcl Attorney Fees Billed	\$560.00	-	-	-	-	-	-
11/09	Fcl Proceedings Costs Billed	\$525.00	-	-	-	-	-	-
11/09	Property Inspection Billed	\$20.00	-	-	-	-	-	-

Customer Service:

800-561-4567

800-486-5134

www.CarringtonMS.com

Visit **www.CarringtonMS.com** to make your payment today! Pay by Check or AutoPay at no charge! Additional Payment options available at **www.CarringtonMS.com**.



**Payment Information**

Please visit the website at [www.CarringtonMS.com](http://www.CarringtonMS.com) for convenient payment options. Payments can be made by Check or AutoPay at no charge. Information about additional payment options is available at [www.CarringtonMS.com](http://www.CarringtonMS.com). If you choose to mail your payment, or are mailing additional principal or escrow funds, please complete and detach the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center using the return envelope provided. Be sure that the address shows through the window of the envelope. Be sure to write your account number on your check or money order. **PLEASE DO NOT SEND CASH.** Do not delay payments if you are awaiting correspondence, research or a new billing statement. Please do not send the entire statement. Please do not include correspondence on or with your payment. Postdated checks will be processed on the date received unless prohibited by applicable law.

*When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.*

*When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.*

**Overnight Payment Mailing Address:**

Carrington Mortgage Services, LLC  
Cashiering Dept. 2-270  
1600 South Douglas Road, Suites T10 & 200-A  
Anaheim, CA 92806

**Other Payment Options****Western Union/Quick Collect**

To use Quick Collect to make a payment, follow these easy steps:

1. Call 1-800-325-6000, press #2 to locate the Western Union Agent nearest you or go to [www.westernunion.com](http://www.westernunion.com).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
City Code: CarringtonMS  
State: CA
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact Western Union Customer Service, please call 1-800-238-5772.

**MoneyGram**

To use MoneyGram to make a payment, follow these easy steps:

1. Call 1-800-926-9400 to locate a MoneyGram Agent or go to [www.moneygram.com/efinsUs/](http://www.moneygram.com/efinsUs/).
2. At the Agent location, select and fill in the blue Payment Form completely. Include the following information:  
Pay to: Carrington Mortgage Services, LLC  
Receive Code: 7998
3. Be sure your name and account number are correctly written on the form.

This transaction will cost you a nominal fee. To contact MoneyGram Customer Service, please call 1-800-555-3133.

**Note:** Payments transmitted to our office after the close of business will be applied to your account the next business day.

**Insurance**

**Hazard Insurance** - Fire and extended coverage is required on all accounts as specified in your loan documents.

**Flood Insurance** - If your property is located in a designated flood area, adequate Flood Insurance is required.

**Proof of Insurance coverage is required on an annual basis.**

Please consult with your insurance agent to ensure that we are notified of your policy's status and that we receive copies of all renewal notices. We reserve the right to place insurance coverage to protect our mortgage interest if your insurance cancels or we are not notified of the renewal of your policy. The cost of this lender placed coverage may be higher than the policy of your choice and the coverage may not be equivalent to your prior policy. Your account will be charged for this coverage and your monthly payments may be increased accordingly.

**Property Taxes**

If we escrow for your taxes, please forward all bills to us to ensure proper payment. Timely payment of Real Estate taxes is required on all Non-Escrow accounts. In the event that we are notified of non-payment of taxes by your taxing authority, we may exercise our option to advance payment for taxes.

**NOTE:** This will result in an increase in your monthly payments.

**Important Notices**

**Mini Miranda** - This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**Credit Reporting** - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**HUD Counselor Information** - If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**Important Bankruptcy Notice**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**Privacy Notice**

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at [www.carringtonms.com/Legal/PrivacyPolicy](http://www.carringtonms.com/Legal/PrivacyPolicy).

**Additional Information**

**Escrow** - This portion of the mortgage payment may include amounts collected for mortgage insurance premiums.

**Monthly Mortgage Statement**

Account Number: [REDACTED] Page 3 of 4

**Negative Amortization** - The unpaid principal balance includes the negative amortization balance, if applicable. Negative amortization only occurs on certain loan products.

**Errors and Information Requests (Inquiries & complaints)**

Notices of Error, Requests for Information and Qualified Written Requests (as defined in RESPA) must be sent to: PO Box 5001, Westfield, IN 46074. Please include your account number with all correspondence. You have certain rights under federal law to resolve errors and request information related to your account. For more information, please contact us at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time.

**Servicemembers Civil Relief Act**

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief including protections from foreclosure as well as interest rate relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Military Assistance Team toll free at 1-888-267-5474.

**Correspondence (for inquiries & complaints)**

Carrington Mortgage Services, LLC P.O. Box 5001, Westfield, IN 46074

**Website**

[www.CarringtonMS.com](http://www.CarringtonMS.com)

**Important Telephone Numbers**

Customer Service (for inquiries & complaints): 1-800-561-4567  
Customer Service Fax: 1-800-486-5134  
Refinance: 1-888-267-0584  
Payoff Request Fax (include borrower authorization): 1-866-624-6154

**Loan Payoff Information**

The Current Principal Balance on Page 1 is not your payoff amount.

Payoff requests may be obtained by:

- Fax: (include borrower authorization): 1-866-624-6154
- Customer Service Toll Free Telephone: 1-800-561-4567

9751-03-000-00073053-0002-0194-552-5027

04CART03641

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
NMLS ID #2660



- FRONT
- CARRINGTON**
- MORTGAGE SERVICES, LLC  
a subsidiary of
- P.O. Box 3408  
Anaheim, CA 92803
- Monthly Mortgage Statement**
- 
- 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
- JOHANNA O SAMPLE
- 1234 MAIN STREET
- ADDRESS LINE 2
- ADDRESS LINE 3
- ANYWHERE, USA 00000-0000
- 1 Statement Date  
Account Number
- 07/01/14
- 7002083521
- 2 Payment Amount  
Payment Date
- \$443,784.58
- 08/01/16
- 3 Customer Service:  
1-800-561-4347
- 800-561-4344
- ☐ www.carringtonmls.com
- Account Information**
- Property Information**
- 1234 Main Street
- Anyplace, ST 00000-0000
- Principal Balance\*: \$600,000.00
- Interest Rate: 5.00% (4.125% + 0.875%)
- Payment Frequency: Mo
- \*Your stated Principal Balance is not a guarantee. See page 10 for more details.
- BANKRUPTCY MESSAGE**
- Our records show that either you are a debtor in bankruptcy or your bankruptcy petition is pending for your mortgage. It is an automatic stay.
- We are sending this statement to you for information and to comply with our legal obligations. It is not an attempt to collect or enforce any debt.
- If you want to keep your payments current, call us at the address listed above.
- Explanation of Payment Amount**
- |                         |              |
|-------------------------|--------------|
| Principal               | \$0.00       |
| Interest                | \$443,784.58 |
| Taxes                   | \$0.00       |
| Insurance (if provided) | \$0.00       |
| Regular Monthly Payment | \$443,784.58 |
| Unpaid Interest         | \$443,784.58 |
| Total Fees and Charges  | \$0.00       |
| Total Payment Amount    | \$443,784.58 |
- Post Payment Breakdown**
- |                                 | Post Paid Month | Paid Year to Date |
|---------------------------------|-----------------|-------------------|
| Principal                       | \$0.00          | \$0.00            |
| Interest                        | \$443,784.58    | \$443,784.58      |
| Escrow (if provided)            | \$0.00          | \$0.00            |
| Fees and Charges                | \$0.00          | \$0.00            |
| Partial Payment (if applicable) | \$443,784.58    | \$443,784.58      |
| Total                           | \$443,784.58    | \$443,784.58      |
- \*Partial Payments: Any late payments toward this debt are applied to your mortgage. We will not accept late payments as more than your required amount. Once we receive your required late payment, we will apply these funds to your mortgage.
- CARRINGTON**
- MORTGAGE SERVICES, LLC  
a subsidiary of
- 1 Loan Number: 7000083523  
Johanna O Sample  
1234 Main Street  
Anyplace, USA 00000-0000
- Payment Amount  
Payment Date
- \$443,784.58
- 08/01/16
- CARRINGTON MORTGAGE SERVICES LLC  
PO BOX 79001  
PHOENIX AZ 85067-9001
- Payment Amount  
Add Upset Principal  
Additional Escrow
- Total Amount Due

9751-03-00-0093053-0002-0194552-507

Monthly Mortgage Statement  
 Account Number 700090523 - Page 2 of 3

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### ACCOUNT HISTORY

#### Recent Account Activity

02/01/16 Deposit balance of \$15,815.44  
 02/01/16 Deposit balance of \$15,815.44  
 04/01/16 Deposit balance of \$15,815.44  
 06/01/16 Deposit balance of \$15,815.44  
 08/01/16 Deposit balance of \$15,815.44  
 10/01/16 Deposit balance of \$15,815.44

Total \$40,368.56 was paid towards this, if paid, would bring your loan current.

If you are interested in detailed information on your account, please contact our loan servicer at 1-800-541-4674.

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### IMPORTANT MESSAGES

If you choose to make your payment, or for making additional principal to reduce funds, please complete and forward the coupon portion of this statement, and mail it with your check or money order to the Payment Processing Center along with your mortgage payment. Be sure that the address is correct through the address on the envelope. Be sure to make your payment on time to avoid any late charges or penalties. PLEASE DO NOT VOID CASH. Do not delay payment if you are making one payment, or more than one payment, to avoid any late charges or penalties. Please do not delay payment if you are making one payment, or more than one payment, to avoid any late charges or penalties. Please do not delay payment if you are making one payment, or more than one payment, to avoid any late charges or penalties.

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### Transactions from Your Last Statement

Date	Description	Amount	Principal	Interest	Taxes	Late Charge	Escrow	Miscellaneous
06/30	Property Inspection Fee Billed	\$15.00	--	--	--	--	--	--
07/01	Pay By Phone Fee Billed	\$5.00	--	--	--	--	--	--
07/01	Pay By Phone Fee Paid	\$5.00	--	--	--	--	--	--
07/01	Mortgage Payment Applied	\$5,815.44	--	\$4,954.17	\$861.27	--	--	--
07/01	Mortgage Payment Applied	\$5,815.44	--	\$4,954.17	\$861.27	--	--	--
07/01	Mortgage Payment Applied	\$5,815.44	--	\$4,954.17	\$861.27	--	--	--
07/01	Mortgage Payment Applied	\$5,815.44	--	\$4,954.17	\$861.27	--	--	--
07/01	Single Item	\$4,467.04	--	--	--	--	\$4,467.04	--

## **APPENDIX J**

**2 PAGES VIA CERTIFIED MAIL 7017 2680 0001 0574 8596**

March 19, 2019

Carrington Mortgage Services, LLC  
PO Box 5001  
Westfield, IN 46074

**Re: Notice of Legal Representation/Request for Information/Cease and Desist All Communications with Borrower**

**Borrower: Jason M. Roberts**

**Loan #** [REDACTED]

**Property Address:** [REDACTED]

To Whom It May Concern:

Please be aware that (1) I am being represented by Goldman Chase Law LLC regarding the above-referenced matter (see attached Authorization), (2) I currently live in the subject property and intend to permanently occupy the property for the foreseeable future, and (3) I do not grant you or your agents permission to ever enter the property while I am the record owner/titleholder of the property.

**Pursuant to the Fair Debt Collection Practices Act (FDCPA), the Illinois Collection Agency Act (ICAA), the Illinois Consumer Fraud and Deceptive Practices Act (ICFDPA), Illinois Uniform Commercial Code (IUCC), Real Estate Settlement and Procedures Act (RESPA) and Truth in Lending Act (TILA) (hereinafter "Relevant Statutes"), effective immediately, any and all communications to me from your company or representatives are to cease and desist and are to be directed to my attorneys at Goldman Chase Law LLC.**

Also, pursuant to the Relevant Statutes (cited above) I dispute the alleged Debt and demand all proof that the Debt is mine including but not limited to all documents relating to the Debt, including any signed agreements identifying me as a party (including any Promissory Notes and Security Agreements and all subsequent amendments or modifications), and any and all past due invoices (or mortgage statements).

**In addition, pursuant to the Relevant Statutes, please include: (1) a current loan payoff statement, and (2) a complete payment and billing history from inception of this account to present.**

**Please send all acknowledgements, all correspondence and all the requested information to my attorneys at:**

Goldman Chase Law LLC  
6321 Dempster St. #220  
Morton Grove, IL 60053  
773-227-6161 x200  
773-227-6262 (fax)

Thank you.

Sincerely,

*/s/ Jason M. Roberts*

Jason M. Roberts

L

## GOLDMAN CHASE LAW LLC

### Notice of Legal Representation/Cease & Desist/Authorization

Borrower: JASON M. Roberts

Social Security Number: [REDACTED]

Co-Borrower: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Property Address: [REDACTED]

Zip Code [REDACTED]

Telephone Number: 773-227-6161 x200

Email: [dq@goldmanchase.com](mailto:dq@goldmanchase.com)

Lender: Carrington NLS

Loan Number: [REDACTED]

Law Firm: Goldman Chase Law LLC  
6321 Dempster St. #220  
Morton Grove, IL 60053  
773-227-6161 (ph)  
773-227-6262 (fax)

I authorize Goldman Chase Law LLC (hereinafter "Law Firm") and its representatives including David Gripman, Carmen Cardenas, Frank Hrvojevic, Kelly Dahle and Anna Krzeslak, to speak with my lender and with whomever has servicing responsibilities for my loan and for lender and/or loan servicer to provide any and all information and documents to Law Firm that is requested by Law Firm on my behalf.

I expect that you my lender and/or loan servicer to cooperate with Law Firm and to treat Law Firm as though you were dealing directly with me.

I also request that Lender/Servicer/Mortgagee to Cease and Desist all communication with me and to deal directly with Law Firm on my behalf. This Authorization is valid for (3) three years from the date below and copies of this Authorization have the same full legal effect as the original.

[REDACTED]  
Borrower

Date 3/18/19

Co-Borrower \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX K**



P.O. Box 5001, Westfield, IN 46074  
Phone(800) 561-4567 Fax (800) 486-5134

CS395

04/02/19

Goldman Chase Law LLC  
Attn: Goldman Chase Law LLC  
6321 Dempster St. #220  
Morton Grove, IL 60053

RE: CMS Loan Number: [REDACTED]

Borrower(s): JASON M ROBERTS  
Property Address: [REDACTED]

Dear

The Customer Service Research Department of Carrington Mortgage Services, LLC ("CMS") is in receipt of an inquiry received in our office on 03/26/19. We are currently researching the issue(s) addressed in the inquiry and we anticipate a response on or before 05/06/19.

Our records indicate the current investor/note holder of the loan is CARRINGTON MORTGAGE SERVICES, LLC. CMS is the current servicer of this loan on behalf of the investor/trustee and the investor/holder may be contacted through CMS at PO Box 5001, Westfield, IN 46074, Fax (800) 486-5134, or by telephone at (800) 561-4567.

CMS is committed to customer satisfaction, and we appreciate your patience while we process your correspondence received in our office. Should you have any questions, please contact Carrington Mortgage Services, LLC at (800) 561-4567, Monday through Friday, 8:00 AM to 8:00 PM, Eastern Standard Time. You may also contact us in writing at P.O. Box 5001, Westfield, IN 46074 or Fax (800) 486-5134.

Sincerely,

Customer Service Research Department  
Carrington Mortgage Services, LLC

CS395



## IMPORTANT DISCLOSURES

### **-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the Customer Service Department for Carrington Mortgage Services, LLC, at 1-800-561-4567 between 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com/>.

### **-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

### **-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### **-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

### **-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

### **-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

### **-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1-888-267-5474.

### **-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonms.com/>.



## IMPORTANT DISCLOSURES

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**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

**MINNESOTA:** Carrington Mortgage Services, LLC is licensed by the Minnesota Department of Commerce.

**NEW YORK:**

New York City Department of Consumer Affairs Debt Collection Agency License Numbers: 1264739-DCA; 2027784-DCA & 2027786-DCA

This Collection agency is licensed by the City of Buffalo license numbers: 555177; 555176 & 10033598

City of Yonkers Debt Collection Agency License Numbers: 9717; 9837 & 9826

**For New York Residents Only:** You may file complaints about CMS with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). Carrington Mortgage Services, LLC is registered with the Superintendent of the New York State Department of Financial Services.

**NORTH CAROLINA:** Carrington Mortgage Services, LLC is licensed under North Carolina Secure and Fair Enforcement Mortgage Licensing Act and holds North Carolina Agency Licenses with Permit Nos. 102107, 103455 and 112956 Main Office: 1600 South Douglass Road, Suites 110 & 200-A, Anaheim, CA 92806 / Branch Offices: 2100 E. 196th Street, Suites 100 & 200, Westfield, IN 46074 & 6200 Tennyson Parkway, Suite 210, Plano, TX 75024

**OREGON:** Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit <http://dfr.oregon.gov>.

**TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**TEXAS:** Notice to Texas Residents: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

## **APPENDIX L**



P.O. Box 5001, Westfield, IN 46074  
Phone: 800-561-4567 Fax: 800-486-5134

May 6, 2019

Goldman Chase Law LLC  
6321 Dempster St. #220  
Morton Grove, IL 60053

Property Address: [REDACTED]  
Borrower of Record: Jason M. Roberts  
Loan Number: [REDACTED]

Dear Counsel:

This letter is our response to your written correspondence received in our Customer Research Department on March 26, 2019 (the Letter). The Letter disputes the debt, which we interpret as a request for verification of the debt under the Fair Debt Collection Practices Act ("FDCPA"). Carrington Mortgage Services, LLC ("CMS") is committed to responsible lending and servicing and we would like to address any concerns regarding the above-referenced loan.

Enclosed is a payment history. The payment history lists the transactions relating to the loan while being serviced by CMS. Please note this history provides pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds account, and late charges assessed and paid.

**Verification of Debt**

Please be advised the loan is evidenced by a Note dated November 22, 2010, in the principal sum of \$239,162.00, executed by Jason M. Roberts, in favor of Quicken Loans Inc., a copy of which is enclosed. The loan is secured by a Mortgage dated November 22, 2010, a copy of which is also enclosed.

The current owner of the Note pursuant to 15 U.S.C. §1641(f)(2) is TIAA Bank. The owner is located at 301 West Bay St., Jacksonville, FL 32202 with a phone number of 904-623-6039. CMS is the current servicer of the loan with rights to enforce the terms of the security instrument and collect on the debt.

A request for a payoff demand statement, which shows all amounts necessary to pay off the loan, was submitted on April 3, 2019, and a copy of the payoff statement generated on April 8, 2019 has been enclosed.

Please know a cease and desist was added to the account on March 15, 2019 per request.



P.O. Box 5001, Westfield, IN 46074  
Phone: 800-561-4567 Fax: 800-486-5134

The remainder of the requests contained in the Letter are declined as they seek documentation that goes beyond that which is available through a verification of debt under 15 U.S.C. §1692g.

Please note, per the Consumer Financial Protection Bureau (CFPB), credit reporting must be suppressed for 60 days after a Qualified Written Request or Credit Dispute is received.

We trust we have fully addressed your concerns regarding this matter. However, should you have further questions, please contact Carrington Mortgage Services, LLC at 800-561-4567, Monday through Friday, 8:00 AM to 8:00 PM EST. You may also contact us in writing at P.O. Box 5001, Westfield, IN 46704.

Sincerely,

Customer Research Department – Correspondence Team  
Carrington Mortgage Services, LLC

Enc.

# CARRINGTON

MORTGAGE SERVICES, LLC

P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

PO331

## PAYOFF STATEMENT

04/08/19

To: JASON M ROBERTS

Loan Number: [REDACTED]  
FHA Case Number: [REDACTED]  
Re: Mortgagor: JASON M ROBERTS  
Co-Mortgagor:

Property: [REDACTED]

The figures in this statement are based on the payoff/closing date 06/01/19 provided to us.  
These figures are good through 06/01/19 subject to the conditions herein.  
This loan is due for the 01/01/18 payment.

The current total unpaid principal balance is:	\$208133.70
Interest at 4.50000:	\$14049.00
Principal & Interest Advance:	\$0.00
Recording Cost:	\$0.00
Other Unpaid Expenses:	\$5320.72
Recon/Release Cost:	\$0.00
Deferred Pursuant to Loan Modification:	\$0.00
Late charges:	\$0.00
PMI/MI Premium Due:	\$0.00
Escrow Impound Shortage:	\$4823.08
Escrow Credit:	\$-0.00
Prepayment Penalty:	\$0.00
Suspense Balance:	\$0.00
<b>TOTAL AMOUNT TO PAY LOAN IN FULL</b>	<b>\$232326.50</b>

Funds received after 06/01/19 will require an additional \$780.50 monthly interest.

**Here is what you'll need to do before payoff:**

PO331

Page 1


**CARRINGTON**

MORTGAGE SERVICES, LLC

P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567**Here is what you'll need to do before payoff:**

- Continue making your monthly payments until you send us the amount needed to pay off your mortgage.
- If you are enrolled in our automatic payment service, please cancel it via [carringtonhomeloans.com](http://carringtonhomeloans.com) or call us at 800-561-4567.
- If you've been paying through another bill payment service, you'll need to cancel your payments after your mortgage has been paid off. Work with your provider in advance so the payment won't be automatically sent after your loan is paid off.

**Send your funds to pay off your mortgage using one of these options:**

<b>Wire transfer (fastest option)</b> For same day processing, we must receive full payoff amount before 2:00 P.M. EST.	<b>Certified funds(cashier's check or money orders) by overnight or regular mail:</b> Be sure to write your Carrington loan number on the check and include your name and property address.
Include the following information with your wire transfer: 	Please remit to the address below: <b>ATTENTION: CASHIERING</b> 1600 South Douglass Road Suite 200A Anaheim, CA 92806 Failure to send checks to the above address may result in the accrual of additional interest.

**Note:** If a HUD partial claim was completed on this loan, please contact HUD National Servicing center at (877)622-8525, option3 to obtain a payoff statement for a partial claim.

Issuance of this statement does not suspend the contract requirement to make the mortgage payments when due. A late charge of \$0.00 will be assessed 15 days after a current payment is due and should be added to the payoff total if received after that time.

Should you have any questions regarding this payoff statement notice, please contact Customer Service at 800-561-4567, Monday Thru Friday 8:00 AM to 8:00 PM, Eastern Standard Time.



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

### **Important information about your payoff**

The payoff amount is subject to our final verification once we receive the payoff funds. Regardless of the "good through" date on Page 1, if the loan is in default-related proceedings, including, but not limited to, foreclosure sale, such proceedings will continue, and all fees and costs incurred after this payoff quote is issued will continue to be assessed until the loan is paid in full. If the payoff funds received are insufficient to pay off the account in full for any reason, including, but limited to, error in calculation, NSF, or additional escrow disbursements and/or adjustments, CMS reserves the right to decline to pay the account in full. In addition, any and all accrued interest will be due at the time of payoff.

**Notice to borrowers with adjustable rate mortgages:** The interest rate provided on the payoff statement represents the interest rate in effect on your account at the time the payoff statement was generated. Payoff funds received may not be applied at this interest rate if the interest rate subsequently changed.

### **FHA-Insured Loan Payoff Procedure Disclosure:**

#### **Mortgages Insured on or after August 2, 1985, and Closed Before January 21, 2015:**

You may prepay your mortgage at any time without penalty. However, in order to avoid the accrual of interest on your loan after the date of prepayment, the prepayment must be received on the installment due date (generally the first day of the month). Otherwise, you may be required to pay interest on the amount prepaid through the end of the month.

**NOTE:** Because your loan provides for the collection of interest through the end of the calendar month in which your prepayment is received, it is to your advantage to ensure that the prepayment reaches us as close to the end of the month as possible, but no later than the first work day of the following month.

#### **Mortgages Closed on or After January 21, 2015**

You may prepay your mortgage at any time without penalty. You will only be required to pay interest through the date the prepayment is made.

### **Short Payoff**

If the payoff funds are insufficient to pay the total amount owed to pay off this loan, funds in the escrow balance may be used to cover the short payoff. Written authorization from you is required to apply positive escrow balance to the payoff amount. If the escrow balance is insufficient to pay off the total owed, we will return the payoff funds and you will need to order a new quote. For accounts secured by property in the state of West Virginia: If the negotiable instrument is for an amount less than what is required to pay the account in full, the issuer will be contacted prior to the application of the instrument to the account.

# CARRINGTON

MORTGAGE SERVICES, LLC

P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

## FHA Homeowners Fact Sheet

### Who may be eligible for an FHA refund or share?

**Premium Refund:** You may be eligible for a refund of a portion of paid FHA mortgage insurance premium if you:

- acquired your loan after September 1, 1983,
- paid an upfront mortgage insurance premium at closing, and
- did not default on your mortgage payments.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

**Distributive Share:** You may be eligible for a share of any excess earnings from the Mutual Mortgage Insurance Fund if you:

- originated your loan before September 1, 1983,
- paid on your loan for more than seven years, and
- had your FHA insurance terminated before November 5, 1990.

### Exceptions:

- **Assumptions:** When an FHA-insured loan is assumed, the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.
- **FHA to FHA Refinances:** When an FHA loan is refinanced, the refund from the old premium may be applied toward the up-front premium required for the new loan.
- **Claim:** When a mortgage company submits a claim to HUD for insurance benefits, no refund is due the homeowner.
- **Statute of Limitations:** HUD is not liable for a distributive share that remains unclaimed 6 years from the date notification was first sent to the last known address of the mortgagor.

**IMPORTANT:** The rules governing eligibility for premium refunds and distributive share payments are based on the financial status of the FHA insurance fund and are subject to change.

### How are refunds determined?

For any FHA-insured loans with a closing date prior to January 1, 2001, and endorsed before December 8, 2004, no refund is due the homeowner after the end of the seventh year of insurance. For any FHA-insured loans closed on or after January 1, 2001 and endorsed before December 8, 2004, no refund is due the homeowner after the fifth year of insurance. For FHA-insured loans endorsed on or after December 8, 2004,



## IMPORTANT DISCLOSURES

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This Collection agency is licensed by the City of Buffalo license numbers: CAG11-555177; CAG11-555176 & CAG15-10033598

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CARRINGTON MORTGAGE SERVICES -680  
 1600 SOUTH DOUGLASS ROAD  
 SUITES 110 & 200-A  
 ANAHEIM CA  
 92806

04/08/19

FHA

JASON M ROBERTS

JASON M ROBERTS

FEE TYPE	EXP CODE	DATE ASSESSED	DESCRIPTION	FEE AMOUNT	REM BALANCE
3	0	01/24/18	NSF FEE	20.00	20.00
40	29	03/20/18	PROPERTY INSPECTION	20.00	20.00
40	29	04/13/18	PROPERTY INSPECTION	20.00	20.00
40	29	08/16/18	PROPERTY INSPECTION	20.00	20.00
40	30	09/11/18	FCL ATTORNEY FEES	690.00	690.00
40	23	09/13/18	FILING FEES	918.25	918.25
40	30	09/13/18	FCL ATTORNEY FEES	460.00	460.00
40	36	09/13/18	FCL RECORDATION COSTS	52.00	52.00
40	29	09/13/18	PROPERTY INSPECTION	20.00	20.00
40	29	10/17/18	PROPERTY INSPECTION	20.00	20.00
40	23	11/09/18	FILING FEES	12.50	12.50
40	30	11/09/18	FCL ATTORNEY FEES	560.00	560.00
40	43	11/09/18	FCL PROCEEDINGS COSTS	525.00	525.00
40	29	11/09/18	PROPERTY INSPECTION	20.00	20.00
40	29	03/01/19	PROPERTY INSPECTION	20.00	20.00
40	29	03/13/19	PROPERTY INSPECTION	20.00	20.00
40	29	03/22/19	PROPERTY INSPECTION	20.00	20.00
163	19	06/01/18	ATTORNEY FEE	150.00	150.00
163	16	06/01/18	PROPERTY INSPECTION FEE	20.00	20.00
163	16	06/20/18	PROPERTY INSPECTION FEE	20.00	20.00
163	39	07/26/18	FCL TITLE SERVICES	325.00	325.00
163	39	08/30/18	FCL TITLE SERVICES	75.00	75.00

TOTAL FEES DUE


4007.75



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

- Continue making your monthly payments until you send us the amount needed to pay off your mortgage.
- If you are enrolled in our automatic payment service, please cancel it via carringtonhomeloans.com or call us at 800-561-4567.
- If you've been paying through another bill payment service, you'll need to cancel your payments after your mortgage has been paid off. Work with your provider in advance so the payment won't be automatically sent after your loan is paid off.

Send your funds to pay off your mortgage using one of these options:

<b>Wire transfer (fastest option)</b> For same day processing, we must receive full payoff amount before 2:00 P.M. EST.	<b>Certified funds(cashier's check or money orders) by overnight or regular mail:</b> Be sure to write your Carrington loan number on the check and include your name and property address.
Include the following information with your wire transfer: 	Please remit to the address below: <b>ATTENTION: CASHIERING</b> 1600 South Douglass Road Suite 200A Anaheim, CA 92806 Failure to send checks to the above address may result in the accrual of additional interest.

**Note:** If a HUD partial claim was completed on this loan, please contact HUD National Servicing center at (877)622-8525, option3 to obtain a payoff statement for a partial claim.

Issuance of this statement does not suspend the contract requirement to make the mortgage payments when due. A late charge of \$0.00 will be assessed 15 days after a current payment is due and should be added to the payoff total if received after that time.

Should you have any questions regarding this payoff statement notice, please contact Customer Service at 800-561-4567, Monday Thru Friday 8:00 AM to 8:00 PM, Eastern Standard Time.

### Important information about your payoff



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

The payoff amount is subject to our final verification once we receive the payoff funds. Regardless of the "good through" date on Page 1, if the loan is in default-related proceedings, including, but not limited to, foreclosure sale, such proceedings will continue, and all fees and costs incurred after this payoff quote is issued will continue to be assessed until the loan is paid in full. If the payoff funds received are insufficient to pay off the account in full for any reason, including, but limited to, error in calculation, NSF, or additional escrow disbursements and/or adjustments, CMS reserves the right to decline to pay the account in full. In addition, any and all accrued interest will be due at the time of payoff.

**Notice to borrowers with adjustable rate mortgages:** The interest rate provided on the payoff statement represents the interest rate in effect on your account at the time the payoff statement was generated. Payoff funds received may not be applied at this interest rate if the interest rate subsequently changed.

#### **FHA-Insured Loan Payoff Procedure Disclosure:**

##### **Mortgages Insured on or after August 2, 1985, and Closed Before January 21, 2015:**

You may prepay your mortgage at any time without penalty. However, in order to avoid the accrual of interest on your loan after the date of prepayment, the prepayment must be received on the installment due date (generally the first day of the month). Otherwise, you may be required to pay interest on the amount prepaid through the end of the month.

**NOTE:** Because your loan provides for the collection of interest through the end of the calendar month in which your prepayment is received, it is to your advantage to ensure that the prepayment reaches us as close to the end of the month as possible, but no later than the first work day of the following month.

##### **Mortgages Closed on or After January 21, 2015**

You may prepay your mortgage at any time without penalty. You will only be required to pay interest through the date the prepayment is made.

#### **Short Payoff**

If the payoff funds are insufficient to pay the total amount owed to pay off this loan, funds in the escrow balance may be used to cover the short payoff. Written authorization from you is required to apply positive escrow balance to the payoff amount. If the escrow balance is insufficient to pay off the total owed, we will return the payoff funds and you will need to order a new quote. For accounts secured by property in the state of West Virginia: If the negotiable instrument is for an amount less than what is required to pay the account in full, the issuer will be contacted prior to the application of the instrument to the account.

**FHA Homeowners Fact Sheet**



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

**Who may be eligible for an FHA refund or share?**

**Premium Refund:** You may be eligible for a refund of a portion of paid FHA mortgage insurance premium if you:

- acquired your loan after September 1, 1983,
- paid an upfront mortgage insurance premium at closing, and
- did not default on your mortgage payments.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

**Distributive Share:** You may be eligible for a share of any excess earnings from the Mutual Mortgage Insurance Fund if you:

- originated your loan before September 1, 1983,
- paid on your loan for more than seven years, and
- had your FHA insurance terminated before November 5, 1990.

**Exceptions:**

- **Assumptions:** When an FHA-insured loan is assumed, the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.
- **FHA to FHA Refinances:** When an FHA loan is refinanced, the refund from the old premium may be applied toward the up-front premium required for the new loan.
- **Claim:** When a mortgage company submits a claim to HUD for insurance benefits, no refund is due the homeowner.
- **Statute of Limitations:** HUD is not liable for a distributive share that remains unclaimed 6 years from the date notification was first sent to the last known address of the mortgagor.

**IMPORTANT:** The rules governing eligibility for premium refunds and distributive share payments are based on the financial status of the FHA insurance fund and are subject to change.

**How are refunds determined?**

For any FHA-insured loans with a closing date prior to January 1, 2001, and endorsed before December 8, 2004, no refund is due the homeowner after the end of the seventh year of insurance. For any FHA-insured loans closed on or after January 1, 2001 and endorsed before December 8, 2004, no refund is due the homeowner after the fifth year of insurance. For FHA-insured loans endorsed on or after December 8, 2004, no refund is due the homeowner unless they refinanced to a new FHA-insured loan, and no refund is due these homeowners after the third year of insurance.

**How are refunds processed?**



**IMPORTANT DISCLOSURES**

**-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the Customer Service Department for Carrington Mortgage Services, LLC, at 1-800-561-4567 between 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com/>.

**-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sth/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1-888-267-5474.

**-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonms.com/>.

# CARRINGTON

MORTGAGE SERVICES, LLC

P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

- Your mortgage company notifies HUD of the termination of the FHA mortgage insurance for your loan.
- If you are eligible for a refund, HUD will either request that the U.S. Department of the Treasury (Treasury) issue a check directly to you or send you an Application for Premium Refund or Distributive Share Payment (form HUD-27050-B) so that you can provide HUD with additional information about your case.
- If you receive a form HUD-27050-B, please read and complete the application carefully, sign it, have it notarized, and return it to HUD along with proof that you were the owner of the property at the time that the insurance was terminated.
- After HUD receives your completed form HUD-27050-B and the necessary supporting documentation, this information will be carefully reviewed. Upon completion of this review, HUD will either request that Treasury issue a check directly to you or request additional information from you.

## How to follow up

If you do not receive a check or an application within 45 days after you have paid off your loan, check with your mortgage company to confirm that they have sent HUD a request to terminate the mortgage insurance on your loan. If they confirm that the correct termination information was sent, contact HUD. If you do not receive a refund or any other documentation from HUD within 120 days after the date you mailed your application, contact HUD immediately.

## How to contact HUD

- **Phone:** (800) 697-6967, 9:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday.
- **Mail:** U.S. Department of Housing and Urban Development, P.O. Box 44372, Washington, DC 20026-4372.

**Note:** All inquiries should include your name, your FHA case number, the date that the mortgage was paid-in-full, the property address, and your daytime phone number.

Si usted habla español y tiene dificultad leyendo o hablando inglés,  
por favor, llame usted a este número telefonico (800) 697-6967

# **APPENDIX M**



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

PO331

PAYOFF STATEMENT

07/16/19

To: JASON M ROBERTS

Loan Number:

FHA Case Number:

Re: Mortgagor:

JASON M ROBERTS

Co-Mortgagor:

Property:

The figures in this statement are based on the payoff/closing date 08/01/19 provided to us.  
These figures are good through 08/01/19 subject to the conditions herein.  
This loan is due for the 01/01/18 payment.

The current total unpaid principal balance is:	\$208133.70
Interest at 4.50000:	\$15610.00
Principal & Interest Advance:	\$0.00
Recording Cost:	\$0.00
Other Unpaid Expenses:	\$6688.22
Recon/Release Cost:	\$0.00
Deferred Pursuant to Loan Modification:	\$0.00
Late charges:	\$0.00
PMI/MI Premium Due:	\$0.00
Escrow Impound Shortage:	\$7108.55
Escrow Credit:	\$-0.00
Prepayment Penalty:	\$0.00
Suspense Balance:	\$0.00
<b>TOTAL AMOUNT TO PAY LOAN IN FULL</b>	<b>\$237540.47</b>

Funds received after 08/01/19 will require an additional \$780.50 monthly interest.

**Here is what you'll need to do before payoff:**

PO331

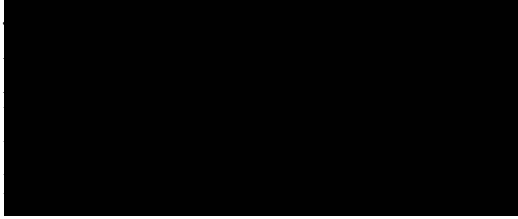
Page 1



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

- Continue making your monthly payments until you send us the amount needed to pay off your mortgage.
- If you are enrolled in our automatic payment service, please cancel it via carringtonhomeloans.com or call us at 800-561-4567.
- If you've been paying through another bill payment service, you'll need to cancel your payments after your mortgage has been paid off. Work with your provider in advance so the payment won't be automatically sent after your loan is paid off.

**Send your funds to pay off your mortgage using one of these options:**

<b>Wire transfer (fastest option)</b> For same day processing, we must receive full payoff amount before 2:00 P.M. EST.	<b>Certified funds(cashier's check or money orders) by overnight or regular mail:</b> Be sure to write your Carrington loan number on the check and include your name and property address.
Include the following information with your wire transfer: 	Please remit to the address below: ATTENTION: CASHIERING 1600 South Douglass Road Suite 200A Anaheim, CA 92806 Failure to send checks to the above address may result in the accrual of additional interest.

**Note: If a HUD partial claim was completed on this loan, please contact HUD National Servicing center at (877)622-8525, option3 to obtain a payoff statement for a partial claim.**

Issuance of this statement does not suspend the contract requirement to make the mortgage payments when due. A late charge of \$0.00 will be assessed 15 days after a current payment is due and should be added to the payoff total if received after that time.

Should you have any questions regarding this payoff statement notice, please contact Customer Service at 800-561-4567, Monday Thru Friday 8:00 AM to 8:00 PM, Eastern Standard Time.

**Important information about your payoff**

The payoff amount is subject to our final verification once we receive the payoff funds. Regardless of the "good through" date on Page 1, if the loan is in default-related proceedings, including, but not limited to,



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

foreclosure sale, such proceedings will continue, and all fees and costs incurred after this payoff quote is issued will continue to be assessed until the loan is paid in full. If the payoff funds received are insufficient to pay off the account in full for any reason, including, but limited to, error in calculation, NSF, or additional escrow disbursements and/or adjustments, CMS reserves the right to decline to pay the account in full. In addition, any and all accrued interest will be due at the time of payoff.

**Notice to borrowers with adjustable rate mortgages:** The interest rate provided on the payoff statement represents the interest rate in effect on your account at the time the payoff statement was generated. Payoff funds received may not be applied at this interest rate if the interest rate subsequently changed.

#### **FHA-Insured Loan Payoff Procedure Disclosure:**

##### **Mortgages Insured on or after August 2, 1985, and Closed Before January 21, 2015:**

You may prepay your mortgage at any time without penalty. However, in order to avoid the accrual of interest on your loan after the date of prepayment, the prepayment must be received on the installment due date (generally the first day of the month). Otherwise, you may be required to pay interest on the amount pre-paid through the end of the month.

**NOTE:** Because your loan provides for the collection of interest through the end of the calendar month in which your prepayment is received, it is to your advantage to ensure that the prepayment reaches us as close to the end of the month as possible, but no later than the first work day of the following month.

##### **Mortgages Closed on or After January 21, 2015**

You may prepay your mortgage at any time without penalty. You will only be required to pay interest through the date the prepayment is made.

#### **Short Payoff**

If the payoff funds are insufficient to pay the total amount owed to pay off this loan, funds in the escrow balance may be used to cover the short payoff. Written authorization from you is required to apply positive escrow balance to the payoff amount. If the escrow balance is insufficient to pay off the total owed, we will return the payoff funds and you will need to order a new quote. For accounts secured by property in the state of **West Virginia**: If the negotiable instrument is for an amount less than what is required to pay the account in full, the issuer will be contacted prior to the application of the instrument to the account.

### **FHA Homeowners Fact Sheet**

**Who may be eligible for an FHA refund or share?**



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

**Premium Refund:** You may be eligible for a refund of a portion of paid FHA mortgage insurance premium if you:

- acquired your loan after September 1, 1983,
- paid an upfront mortgage insurance premium at closing, and
- did not default on your mortgage payments.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

**Distributive Share:** You may be eligible for a share of any excess earnings from the Mutual Mortgage Insurance Fund if you:

- originated your loan before September 1, 1983,
- paid on your loan for more than seven years, and
- had your FHA insurance terminated before November 5, 1990.

**Exceptions:**

- **Assumptions:** When an FHA-insured loan is assumed, the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.
- **FHA to FHA Refinances:** When an FHA loan is refinanced, the refund from the old premium may be applied toward the up-front premium required for the new loan.
- **Claim:** When a mortgage company submits a claim to HUD for insurance benefits, no refund is due the homeowner.
- **Statute of Limitations:** HUD is not liable for a distributive share that remains unclaimed 6 years from the date notification was first sent to the last known address of the mortgagor

**IMPORTANT:** The rules governing eligibility for premium refunds and distributive share payments are based on the financial status of the FHA insurance fund and are subject to change.

**How are refunds determined?**

For any FHA-insured loans with a closing date prior to January 1, 2001, and endorsed before December 8, 2004, no refund is due the homeowner after the end of the seventh year of insurance. For any FHA-insured loans closed on or after January 1, 2001 and endorsed before December 8, 2004, no refund is due the homeowner after the fifth year of insurance. For FHA-insured loans endorsed on or after December 8, 2004, no refund is due the homeowner unless they refinanced to a new FHA-insured loan, and no refund is due these homeowners after the third year of insurance.

**How are refunds processed?**



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4567

- Your mortgage company notifies HUD of the termination of the FHA mortgage insurance for your loan.
- If you are eligible for a refund, HUD will either request that the U.S. Department of the Treasury (Treasury) issue a check directly to you or send you an Application for Premium Refund or Distributive Share Payment (form HUD-27050-B) so that you can provide HUD with additional information about your case.
- If you receive a form HUD-27050-B, please read and complete the application carefully, sign it, have it notarized, and return it to HUD along with proof that you were the owner of the property at the time that the insurance was terminated.
- After HUD receives your completed form HUD-27050-B and the necessary supporting documentation, this information will be carefully reviewed. Upon completion of this review, HUD will either request that Treasury issue a check directly to you or request additional information from you.

#### **How to follow up**

If you do not receive a check or an application within 45 days after you have paid off your loan, check with your mortgage company to confirm that they have sent HUD a request to terminate the mortgage insurance on your loan. If they confirm that the correct termination information was sent, contact HUD. If you do not receive a refund or any other documentation from HUD within 120 days after the date you mailed your application, contact HUD immediately.

#### **How to contact HUD**

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- **Mail:** U.S. Department of Housing and Urban Development, P.O. Box 44372, Washington, DC 20026-4372.

**Note:** All inquiries should include your name, your FHA case number, the date that the mortgage was paid-in-full, the property address, and your daytime phone number.

**Si usted habla español y tiene dificultad leyendo o hablando ingles,  
por favor, llame usted a este number telefonico (800) 697-6967**

CARRINGTON MORTGAGE SERVICES -680  
 1600 SOUTH DOUGLASS ROAD  
 SUITES 110 & 200-A  
 ANAHEIM CA  
 92806

07/16/19

FHA

JASON M ROBERTS

JASON M ROBERTS

FEE TYPE	EXP CODE	DATE ASSESSED	DESCRIPTION	FEE AMOUNT	REM BALANCE
3	0	01/24/18	NSF FEE	20.00	20.00
40	29	03/20/18	PROPERTY INSPECTION	20.00	20.00
40	29	04/13/18	PROPERTY INSPECTION	20.00	20.00
40	29	08/16/18	PROPERTY INSPECTION	20.00	20.00
40	30	09/11/18	FCL ATTORNEY FEES	690.00	690.00
40	23	09/13/18	FILING FEES	918.25	918.25
40	30	09/13/18	FCL ATTORNEY FEES	460.00	460.00
40	36	09/13/18	FCL RECORDATION COSTS	52.00	52.00
40	29	09/13/18	PROPERTY INSPECTION	20.00	20.00
40	29	10/17/18	PROPERTY INSPECTION	20.00	20.00
40	23	11/09/18	FILING FEES	12.50	12.50
40	30	11/09/18	FCL ATTORNEY FEES	560.00	560.00
40	43	11/09/18	FCL PROCEEDINGS COSTS	525.00	525.00
40	29	11/09/18	PROPERTY INSPECTION	20.00	20.00
40	29	03/01/19	PROPERTY INSPECTION	20.00	20.00
40	29	03/13/19	PROPERTY INSPECTION	20.00	20.00
40	29	03/22/19	PROPERTY INSPECTION	20.00	20.00
40	29	04/09/19	PROPERTY INSPECTION	20.00	20.00
40	23	04/11/19	FILING FEES	15.47	15.47
40	30	04/11/19	FCL ATTORNEY FEES	460.00	460.00
40	7	04/12/19	FORECLOSURE APPRAISAL	415.00	415.00
40	29	04/18/19	PROPERTY INSPECTION	20.00	20.00
40	30	05/17/19	FCL ATTORNEY FEES	652.50	652.50
40	29	05/17/19	PROPERTY INSPECTION	20.00	20.00
40	29	06/18/19	PROPERTY INSPECTION	20.00	20.00
163	19	06/01/18	ATTORNEY FEE	150.00	150.00
163	16	06/01/18	PROPERTY INSPECTION FEE	20.00	20.00
163	16	06/20/18	PROPERTY INSPECTION FEE	20.00	20.00
163	39	07/26/18	FCL TITLE SERVICES	325.00	325.00
163	39	08/30/18	FCL TITLE SERVICES	75.00	75.00

TOTAL FEES DUE

5630.72



## IMPORTANT DISCLOSURES

### **-VERBAL INQUIRIES & COMPLAINTS-**

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We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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### **-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

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## IMPORTANT DISCLOSURES

**COLORADO Residents Only:** 7200 S. Alton Way, Ste B180, Centennial, CO 80112, (303) 708-8795

**HAWAII Residents Only:** Carrington Mortgage Services, LLC ("CMS") is licensed with the State of Hawaii Division of Financial Institutions. You may file complaints about CMS with the Commissioner of Financial Institutions by calling (808) 586-2820 or visiting the division's website for consumer complaints at <http://cca.hawaii.gov/dfi/file-a-complaint/>. For a list of standard or common loan servicing fees charged by CMS, please visit the CMS website at <https://carringtonms.com/HelpCenter/FAQ>

**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

**YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.**

**MINNESOTA:** Carrington Mortgage Services, LLC is licensed by the Minnesota Department of Commerce.

**NEW YORK:**

New York City Department of Consumer Affairs Debt Collection Agency License Numbers: 1264739-DCA; 2027784-DCA; 2027786-DCA & 2057938-DCA

This Collection agency is licensed by the City of Buffalo license numbers: 555177; 555176 & 10033598

City of Yonkers Debt Collection Agency License Numbers: 10007; 9717; 9837 & 9826

**For New York Residents Only:** You may file complaints about CMS with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). Carrington Mortgage Services, LLC is registered with the Superintendent of the New York State Department of Financial Services.

**NORTH CAROLINA:** Carrington Mortgage Services, LLC is licensed under North Carolina Secure and Fair Enforcement Mortgage Licensing Act and holds North Carolina Agency Licenses with Permit Nos. 102107, 103455 and 112956 Main Office: 1600 South Douglass Road, Suites 110 & 200-A, Anaheim, CA 92806 / Branch Offices: 2100 E. 196th Street, Suites 100 & 200, Westfield, IN 46074 & 6200 Tennyson Parkway, Suite 210, Plano, TX 75024.

**TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**TEXAS:** Notice to Texas Residents: **COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.** A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).